

2. CONTRACT NUMBER	3. SOLICITATION NUMBER <b>OPR07000008</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED <b>10/20/2006</b>	6. REQUISITION/PURCHASE NUMBER
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7. ISSUED BY Office of Finance & Procurement 327 Ford Bldg. Washington,DC 20515  TEL: (202) 225-2921 ext.      FAX: (202) 226-2213 ext.	CODE <b>OFF</b>	8. ADDRESS OFFER TO (If other than item 7)
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 10 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in see Section L until 3:00 PM local time 12/20/2006  
(Hour) (Date)

CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Lawrence B. Toperoff	B. TELEPHONE (NO COLLECT CALLS) AREA CODE: 202    NUMBER: 226-2523    EXT.:	C. E-MAIL ADDRESS
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**OFFER (Must be fully completed by offeror)**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I)	10 CALENDAR DAYS ( % )	20 CALENDAR DAYS ( % )	30 CALENDAR DAYS ( % )	CALENDAR DAYS ( % )
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14. ACKNOWLEDGMENT OF AMENDMENTS (the offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE    NUMBER    EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. [BLANK] <input type="checkbox"/> [BLANK] <input type="checkbox"/> [BLANK]		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)      CODE		25. PAYMENT WILL BE MADE BY      CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. U.S. HOUSE OF REPRESENTATIVES (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form or by other authorized official written notice.

<b>Line Item Summary</b>	<b>Document Number</b> OPR07000008	<b>Title</b> Wireless Sales & Support	<b>Page</b> 2 of 33
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<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
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0001	Wireless Sales & Service		0.00	ea	\$ _____	\$ _____
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(01/03/2007 to 01/02/2008)

This is a place holder line and dates are also place holders. See section L for submission requirements.

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## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 STATEMENT OF WORK

#### C.2 Objective

The Chief Administrative Officer (CAO) of the U.S. House of Representatives has prepared this solicitation to obtain price quotations from potential vendors to provide wireless sales, provisioning, service, and support operations for wireless devices connected to the Cingular, Sprint-Nextel, T-Mobile, Verizon Wireless networks and the House messaging infrastructure. The wireless device operations will be provided on-site at the U.S. House of Representatives (hereinafter the "House") in Washington, D.C., at a minimum, during normal business hours. Customer service must be available 24x7.

#### C.3 Introduction

House Information Resources (HIR), under the direction of the CAO, is responsible for the delivery and maintenance of information technology to 435 Representatives, 5 Delegates, and more than 50 Committee, Leadership, and House support offices. HIR provides Intranet and Internet access messaging, information security, wireless e-mail, network connectivity, and remote access.

The U.S. House of Representatives is comprised of approximately 520 individual employing offices. In total, these offices employ approximately 10,000 House employees that work in Washington, D.C. and over 900 district offices throughout the United States and its territories.

#### C.4 Background

The day-to-day business of Congress has become increasingly dependent on reliable, efficient, wireless service; therefore the demand for wireless device sales and technical service continue to grow. Currently, there are over 7,000 BlackBerry wireless devices in use by House Members and staff. There are approximately 1,600 House-provided cell phones. The CAO Office of House Information Resources will be expanding support for Palm and Microsoft Mobile devices.

Presently, the CAO Office of HIR Telecommunications places orders for available models at customer's request. The customer then selects their service provider, usually dependent on which provider offers service coverage in their District offices. The House office buildings have coverage internally from Cingular, Sprint-Nextel, T-Mobile, and Verizon Wireless carriers. HIR liaisons between the customer and the service providers to ensure that service is activated on new devices and that consolidated billing records are accurately established.

HIR also liaisons between House offices and service providers when customers request to change user names, transfer service from one device to another, deactivate idle devices, and to obtain replacement devices for defective units that are under warranty. HIR provides technical support for wireless devices in the form of new device set-up, usage demonstrations, and troubleshooting technical problems.

#### C.5 Scope

The House Wireless Vendor will provide sales of wireless devices; see section J for sample of current purchases, accessories, and provisioning service from service providers providing coverage in the House office buildings: Cingular, Sprint-Nextel, T-Mobile, and Verizon Wireless. Office space for conducting business will be furnished on campus by the CAO at the U.S. House of Representatives in Washington, D.C. for the sale of wireless devices to Members and House staff for official business.

The House Wireless Vendor will maintain an inventory of wireless devices of various makes and models, batteries, SIM cards, chargers, and accessories. The House Wireless Vendor will demonstrate wireless devices and accessories to customer in the store.

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The House Wireless Vendor will maintain knowledge of the features and capabilities of all devices and the specifics of each provider's service plans. The Vendor shall provide unbiased information to customers who need assistance in making their decision regarding the purchase of products or services.

The House Wireless Vendor will create and maintain a secure web site that can be integrated with HouseNet which allows House customers to view the available devices and accessories. Customers should also be able to view maps of each provider's coverage area and determine an appropriate service plan. Provide technical support 24x7 by phone, e-mail, and web.

The House Wireless Vendor will liaison with all wireless service providers to arrange the following services for House customers, whether or not the device was purchased from the House Wireless Vendor:

- o Activations of wireless service
- o Changes to monthly service plans
- o Service transfers from one device to another
- o Suspension/deactivation of service and line
- o Porting of phone number (between wireless carriers)
- o Replacement of defective devices under warranty
- o Porting of House phone number from Verizon Communications (Land line to a wireless carrier).

All requests received in person, fax, or e-mail (image of purchase request) by the House Wireless Vendor for purchases must be authorized by the customer in writing in accordance with House Rules and Policies which currently require a Member/Officer or other authorized signature on the request. The requests shall be entered into the CAO Customer Tracking System (CTS), currently using the Remedy application, by either direct access on-site or using a formatted e-mail message to the Remedy Action Request system from an off-site location.

The House Wireless Vendor will liaison with the CAO Office of Telecommunications, CAO Advanced Business Solutions (CABS), CAO Office of Finance and Procurement to ensure billing for official use devices and services are accurately submitted in an appropriate electronic format for the CAO Office of Finance and Procurement to permit charge back to the appropriate House office account on a monthly basis.

## C.6 Requirements

The House Wireless Vendor shall provide retail products and service for wireless devices, and accessories for official House use. Members, Leadership, Committees, and House staff may buy wireless devices and services elsewhere if they choose.

### C.6.1 General Requirements

The House Wireless Vendor will conform to the following:

- (a) Desires an on-site retail sales and service transactions for standard devices. The customer shall be able to receive the wireless device immediately and activate within four hours. Under extenuating circumstances, receipt and activation must be completed no later than 24-48 hours during normal business hours. Vendor must also propose process for off-site sales and service transactions for standard devices.
- (b) Enter a CTS ticket for activation of the wireless device on the Blackberry Enterprise Server (BES) by direct access on-site or using formatted e-mail message to the Remedy Action Request system from an off-site location.
- (c) Operate with discretion and confidentiality.
- (d) Adhere to House Rules, regulations, and House Security Policies.
- (e) Liaison with the CAO and wireless service providers to ensure accurate billing information.
- (f) Maintain a historical database of all products sold and service requests submitted to wireless providers in accordance with section E, Inspection of Services, HC.5.003.
- (g) Maintain up-to-date records of service requests, billing invoices, fee payments, complaints and resolutions and other pertinent documentation for six years.
- (h) Provide an option for usage optimization reporting per customer request.
- (i) Assist with out of region wireless sales and activation to District Offices.
- (j) Provide activation services after hours for loaner device requests. (Loaner devices will be provided by HIR.)
- (k) Provide troubleshooting, after hour activation, and escalation support 24x7 via a toll free line, e-mail, and web.
- (l) Handle warranty replacements.
- (m) Assist House in researching telephone number assignment to specific office for billing purposes on telephone charges.

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### C.6.2 Hours of Service

The House Wireless Vendor shall maintain business hours, at a minimum matching the current hours of operation [8:30am - 5:30pm] per day, Monday through Friday, and may close on all Federal holidays (see section J), provided Congress is not in session. The House projected legislative session schedule is available at "<http://majoritywhip.house.gov/calendar.asp>."

Business hours may be modified during district work periods and other recess periods following a request to the Contracting Officer's Representative (COR) in writing. Approval of hour or days of service modifications shall not be effective until written notification is provided to the contractor by the COR. Such requests must be made at least two weeks prior to the district work period or recess period. Any request to permanently modify the business hours or days of operation shall be submitted to the Contracting Officer (CO) for approval. On days the federal government is closed due to weather or other unforeseen events, contractor's essential personnel shall be required to work, unless permission to close operations is approved by the COR. The House Wireless Vendor shall post their hours of operation in an obvious location in their House-provided location and on their Web site.

### C.6.3 Staffing Requirements

The House Wireless employees must be fully qualified, experienced, trained, and capable to perform the work required. Dress and demeanor shall conform to industry standards and be appropriate to the House. At all times while performing the work defined by this contract, Contractor employees shall display their House-furnished building passes while on campus.

### C.6.4 Business Requirements

The House Wireless Vendor will assume total responsibility for all operations required by this Contract as of the first day of the contract period as defined by the start date herein. On the initial day of performance, the Vendor shall provide a workforce which is fully qualified and capable of performing all work required under the contract.

### C.6.5 Customer Service Requirements

Customer service is of paramount importance to the CAO, with responsiveness the top priority; therefore, the following customer service guidelines have been established for the House Wireless Vendor:

- (a) Customer requests for service must be completed immediately, goal of 4 hours, and not later than 24-48 hours i.e.: service activations, deactivations, service transfers, and price plan changes.
- (b) A professional, customer-friendly environment must be maintained.
- (c) Must have the ability to communicate with non-technical clients, to understand their requirements and offer suggestions based on those needs.
- (d) Employees must act with discretion.

### C.6.6 Management Requirements

The House Wireless retail/service outlet must be managed by an on-site manager. Key personnel must be named in the Contractor's proposal (see section G, Key Personnel, HC.7.009).

### C.6.7 Customer Monitoring System (Sustainment)

The COR will provide contract oversight.

#### C.6.7.1 Status Reports, Performance Measurements

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The Contractor will submit Monthly, Quarterly, and Year-end project status reports summarizing performance measures for services provided, and will report to the Contracting Officer's Representative (COR) in a mutually agreeable format. Performance measures for the House Wireless Vendor are:

- o Service Level Agreement (SLA)-delivery and activation of new device within 48 hours and replacement device within 24 hours (monthly)
- o Activation/deactivation reports to include: office name, state/district, account code, telephone number associated with device, vendor name and account number (weekly)
- o Types of devices (trends) (monthly)
- o SLA Exception reports (weekly)
- o Escalation notification (weekly)

Point of Service Surveys. Contractor will participate jointly with the House in administering Point of Service (POS) surveys and mutually agreeable timeframes for issuance of POS surveys. These surveys are designed to gauge the satisfaction of the House community with services and facilities. The contractor will provide action plans to correct areas identified as weaknesses in these surveys as well as CAO general services surveys. The House will provide assistance for areas identified as weaknesses that fall outside of the contractor's control. Results of POS will be reported to the CO and COR.

#### C.6.7.2 Customer Complaints

The Contractor shall devise a customer service plan to record and monitor complaints from customers along with an effective resolution process within the CAO CTS. Customer complaints received within normal business hours must initiate investigation within one (1) hour of receipt, and resolution reported back in writing to the COR within twenty-four (24) hours. If resolution cannot be completed within twenty-four (24) hours, an interim reply shall be sent with expected date of completion to the COR. A monthly report shall be submitted to the COR in addition to the above, in a format mutually agreed upon by the parties. The complaint reporting requirements may be adjusted by mutual written agreement. Contractor's proposal shall provide an overall approach which Contractor intends to initiate to satisfy this requirement, providing sample reports and logs.

#### C.6.8 House Furnished Items

The House will make available for the contractor's use on-site, on an "as-is" basis, the office furnishings and a computer for access to CAO CTS (excluding other office equipment, display cases, counters, etc.). The repair of these items will be the responsibility of the House. Replacement-in-kind will be the responsibility of the House.

The contractor shall be responsible for the daily operation, cleaning of House furnished items. It is the responsibility of the contractor to notify the Contracting Officer's Representative (COR) if any House furnished items are in need of repair. The COR shall notify the appropriate House entity to arrange for repair.

#### C.6.9 Facilities

At the beginning of the contract period, the House will provide space for on-site operations under the contract as indicated and thereafter, such space as it may deem necessary or desirable. The contractor will be responsible for constructing a retail environment at its own expense. Designs for construction, a part of your proposal submission, shall be in sufficient detail to describe the scope of work proposed and schedule of plans, equipment, and construction information, including implementation once approved by the House. Any such construction must be in accordance with all pertinent regulation of the House and the Architect of the Capitol.

The contractor will be provided adequate ingress and egress, including a reasonable use of existing elevators, corridors, passageways, driveways, and loading platforms. The House will arrange for heating and air conditioning, space lighting, and ventilation. In addition, the House will arrange for the maintenance and repair of the building structure in areas assigned for the contractor's use, including the maintenance of gas, water, steam, sewer, and electrical lines, ventilation, electrical lighting fixtures (excluding re-lamping), floors and floor coverings, walls, and ceilings. The contractor shall bear the expenses of repairs necessary because of negligence or intent on the part of the contractor or the contractor's employees. Vendor shall propose the minimum space needed to operate the retail store/kiosk including storage, and identify the square footage for each item.

#### C.6.10 Utilities

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The House shall not charge for rent or utilities (except telephone service). The Contractor will receive a detailed telephone bill monthly from the CAO Telecommunications Group for calls placed during the previous month. The Contractor shall review this bill and remit the total amount due no later than thirty (30) calendar days after receipt of telephone bill. Payment shall be by check made payable to the U.S. Treasury with a notation of the contract number on the check. The bill, check, and a certification of the bill by the Contractor must be forwarded to: Accounting Supervisor, Chief Administrative Officer, Office of Finance and Procurement, 336 Ford House Office Building, Washington, DC 20515, Marked CONFIDENTIAL, with a copy sent to the COR.

#### C.6.11 Telephones

Telephone service with a House Office Complex number may be obtained by the Contractor through the CAO House Information Resources Office of Telecommunications for a fixed monthly charge for each instrument and telephone line. Usage charges will be billed monthly at the same time. Initial installation of each instrument will be charged separately. The Contractor may elect to obtain telephone services from another source, however, the Contractor is responsible for all installation charges, and must obtain prior approval of the installation from the Contracting Officer.

#### C.6.12 Cleaning and Janitorial Services

The contractor shall furnish all labor, supplies, material, equipment, and supervision required to maintain the units in a clean condition at all times. The contractor shall perform light cleaning during hours of operation, and the Architect of the Capitol shall perform the nightly cleaning. The contractor shall not use any materials in connection with cleaning work which may be harmful to the surfaces to which they are to be applied. The contractor agrees to dump trash and garbage in designated waste receptacles in each building as designated by the House Building Superintendent.

##### C.6.12.1 Cleaning Equipment

Equipment and materials used in the performance of the cleaning and janitorial services shall be of the type and of sufficient capacity to ensure high quality work, and shall meet with the approval of the Architect of the Capitol (AOC) and COR.

##### C.6.12.2 Failure to Maintain Cleanliness

Failure to keep any of the facilities in a clean condition may result in the withdrawal of the privilege of using such facilities or the COR may have the facility cleaned by other means and the cost of such work charged to the contractor.

#### C.6.13 Maintenance and Repair of House Facilities and Fixtures.

The contractor will not be required to repair facilities provided by the House under terms of the contract. However, the contractor will be expected to keep clean and otherwise perform reasonable maintenance of facilities. The Contractor shall notify the COR, and Superintendent of House Buildings or the Supervising Engineer of the Capitol Building of facilities in need of repair. Interruptions to maintenance and repair service shall not be grounds for the contractor's nonperformance under this contract. The contractor shall take whatever actions are necessary to ensure continuous provision of services specified in this contract. The contractor shall bear the expenses of repairs necessary because of negligence or intent on the part of the contractor or the contractor's employees.

#### C.7 Renovation of House Facilities

The contractor may with written permission of the Contracting Officer (CO), conduct renovations of the facilities at its own expense. Any such renovations must be in accordance with all pertinent regulations of the House and the Architect of the Capitol. In proposals for renovations, the contractor must submit a statement to the CO showing the proposed amount of renovations (equipment and facilities) to be made. Proposals for renovations shall be in sufficient detail to describe the scope of work proposed and schedule of plans, equipment, and construction information, including implementation once approved by the House.

#### C.8 Prices

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The House wireless vendor will provide products at best pricing, federal or commercial. House customers will not be required to sign a services contract. Price reductions may be implemented at any time upon written notice to the COR. After the first contract year, price increases may be granted, but not more frequently than quarterly. Proposed price increases must be submitted to the CO, copy to the COR, for review and approval in advance of intended effective date. Submission of a proposed price increase does not guarantee that the price increase will be approved. The Price List shall be kept current and prominently posted on HouseNet. Revised Price Lists containing only reductions must be posted immediately upon notice to the COR. Revised Price Lists containing increases shall be posted at least thirty (30) days in advance of their effective date following CO approval.

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## SECTION D -- PACKAGING AND MARKING

D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES MAY 2001

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the contractor.

D.2 HC.4.004 MARKING AUGUST 2002

All information submitted, including forms, reports, etc. to the Contracting Officer or Contracting Officer's Representative, or as specified in the contract, shall clearly indicate the contract number and task order number for which the information is being submitted.

D.3 HC.4.005 PACKAGING AUGUST 2002

Preservation, packaging, and packing for all items delivered hereunder shall be in accordance with commercial practice and adequate to ensure acceptance by common carrier and safe arrival at destination. Printing, copying, and finishing (e.g., binding of packages) shall be accomplished in the most economical manner consistent with commercial practices.

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## SECTION E -- INSPECTION AND ACCEPTANCE

### E.1 HC.5.003 INSPECTION OF SERVICES

JUNE 2002

a. Definitions. "Services," as used in this clause, include services, workmanship, and material furnished or utilized in the performance of services.

b. The Contractor shall provide and maintain a quality assurance system and inspection system acceptable to the House covering the services under this contract. Complete records of all quality assurance and inspection system, and accounting records performed by the Contractor shall be maintained and made available to the Contracting Officer (CO), Contracting Officer's Representative (COR) or their designated representative, during contract performance and for two years after contract termination.

c. The COR has the right to inspect, examine, audit books and records, and test all services called for by the contract at all times and places during the term of the contract. The COR shall perform quality assurance reviews and tests in a manner that will not unduly delay or impede the contractor's work.

### E.2 HC.5.004 FAILURE TO PERFORM

AUGUST 2002

If the Contractor fails to promptly perform the services or to take the necessary action to ensure future performance in compliance with contract requirements, the CO may:

a. Refer to Section F, HC.6.009, Payment for Non-performance.

b. Reduce the contract price to reflect the reduced value of the services performed; or

c. Terminate the contract for default.

### E.3 HC.5.005 INSPECTION AND ACCEPTANCE

AUGUST 2002

a. Inspection and acceptance of services to be furnished hereunder shall be performed at place of performance or destination, by the COR, in accordance with provisions specified in this contract and applicable task orders. The COR reserves the right to conduct any quality assurance reviews and tests it deems necessary to assure that the services provided conform in all respects to the contract specifications. Services which upon quality assurance reviews are found not to be in conformance with contractual specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions, including resolution time, will be provided to the Contractor by the CO. Deficiencies thus reported shall be corrected by the Contractor in a timely period as specified by such quality assurance reviews or, with written request for an extension, mutually agreed to by the parties.

b. Written notification of negative quality assurance review results will be furnished within thirty (30) days after completion of quality assurance reviews.

c. All subcontracts let by the Contractor shall be subject to the CO's written approval and the provisions specified above, as noted at the time of approval.

d. All facilities utilized by the Contractor in performance of work under this contract shall be subject to inspection by officials of the House and the Architect of the Capitol.

e. The Contractor shall respond to all quality assurance reports within the time frame specified in each quality assurance review, annotating what actions have been taken.

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f. The CO shall have the right to send his representative into areas assigned for the use of the Contractor's employees, at any time, for quality assurance or other purposes approved by the CO.

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**SECTION F -- DELIVERIES OR PERFORMANCE**

F.1 HC.6.010 PLACE OF PERFORMANCE JUNE 2002

House Capitol Hill Office Buildings, Washington, D.C.

F.2 HC.6.001 PERIOD OF PERFORMANCE MAY 2001

This award shall have a base period of performance of two years from date of award with five one-year options to a total period of performance of seven years.

F.3 HC.6.005 NOTICE TO THE HOUSE OF DELAYS MAY 2001

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

The contractor shall take whatever actions are necessary to ensure continuous provision of services specified in this contract. The Contractor must provide in its offer/proposal contingency plans on how emergency operations would be handled if subjected to power outages, threat of riots, strikes, or any disruption of services in the delivery areas for any other reasons and complaint procedure processes (see Section C, Customer Complaint and Monitoring System).

F.4 HC.6.008 LIQUIDATED DAMAGES MAY 2001

If the contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

F.5 HC.6.003 OPTION TO EXTEND THE TERM OF THE CONTRACT MAY 2001

The House may extend the contract to provide continued performance of any services within the limits and the rates specified in the contract. These rates may be adjusted only as a result of contract modification per specifications herein. The option provision may be exercised by the Contracting Officer, upon written notice to the contractor anytime prior to expiration of the contract.

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**SECTION G -- CONTRACT ADMINISTRATION DATA**

**G.1 HC.7.023 CONTRACT ADMINISTRATION PLAN (CAP) FEBRUARY 2005**

a. Section G contains the content required in a Contract Administration Plan (CAP) as prescribed in Section 11 of the Procurement Instructions for the U.S. House of Representatives. This CAP outlines the framework for monitoring performance and administering this contract, with the specific responsibilities of Authorized House Representatives listed below. Contract performance will be gauged against effectively meeting the requirements of the statement of work, monitoring customer satisfaction (e.g., vendor performance evaluations), and the performance measures contained in the Quality Assurance or Performance-Based Surveillance Plan, if applicable.

b. It shall be the responsibility of the Contracting Officer's (CO's) authorized representative to periodically review this CAP for purposes of updating and/or recommending any necessary revisions. If a change to the CAP is required, the CO will execute the appropriate bilateral or unilateral modification.

**G.2 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES FEBRUARY 2005**

a. Contracting Officer (CO):

1. Except as specified in paragraph (3) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change (in scope, terms, conditions, requirements, pricing, and/or delivery schedules) under this contract.
2. The contractor shall not comply with any order, direction or request of House Personnel which would constitute a change under this contract, unless issued in writing and signed by the CO, or made pursuant to specific authority otherwise included in this contract.
3. The CO is the only person authorized to approve changes under this contract and, notwithstanding provisions contained elsewhere in the contract, said authority remains solely with the CO. In the event the contractor effects any change at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof. The CO may delegate certain responsibilities to authorized representatives.

b. Contracting Officer's Representative (COR):

1. The COR, appointed by the contracting officer, is designated to assist in the discharge of the contracting officer's responsibilities. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer and contract administrator of any factors which may cause delays in delivery and/or performance of the work; and conducting or witnessing the conduct of any inspections and/or tests that may be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, pricing, and/or delivery schedules of the contract or direct the contractor to perform services outside of the scope of the contract.

2. Additional responsibilities of the COR are as follows:

- Monitor and evaluate contract performance, including preparing Vendor Performance Evaluations.
- Review, approve, and process contractor invoices.
- Submit periodic report(s) to the Contract Administrator (CA).
- Provide the CA with notification of intent to exercise options or renewals 90 days prior to expiration date.

c. Contract Administrator:

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Name: Jim Tiani  
Title: Procurement Specialist  
Address: 327 Ford House Office Building  
Office of Finance and Procurement  
U.S. House of Representatives  
Washington, D.C. 20515

Phone: 202.225.7158  
Fax: 202.226.2214  
E - mail: james.tiani@mail.house.gov

The contract administrator prepares all modifications to the contract, maintains the official contract file with all reports and other contractual documentation, and responds to contractual inquiries or concerns from the COR or contractor on behalf of the CO.

**G.3 HC.7.002 MODIFICATIONS FEBRUARY 2005**

Administrative changes, e.g. address corrections, are approved by the CO. All other changes which change the scope of this contract, including additions or deletions, must be prepared in writing as formal modifications signed by both parties.

**G.4 HC.7.003 INVOICES FEBRUARY 2005**

a. The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. To enable the U.S. House of Representatives to send payments electronically to your financial institution, you must first complete an EFT enrollment form to provide your signature and certain information regarding your financial institution. Please visit the U.S. House of Representatives' Office of Finance and Procurement website at [www.house.gov/finance](http://www.house.gov/finance) for appropriate forms or call the EFT Help Line at 202-226-2277.

b. A proper invoice shall minimally include:

Contractor Name, Address, and Phone Number  
Name of Contractor Point of Contact  
House Contract Number  
Task/Delivery Order Number (as appropriate)  
Invoice Number  
Invoice Date  
Invoice Page Number (each page of an Invoice shall minimally also contain the contractor Firm name, the invoice number, and the invoice date)

c. And, for each deliverable included on the invoice:

Contract Line Item Number (CLIN)  
Period of Performance  
Brief Description of Item  
Quantity Delivered  
Unit Price  
Extended Price  
Total Price of all deliverables contained on Invoice  
Payment Terms, if appropriate (Example: 2% 10 - Net 30).

**G.5 HC.7.004 INVOICE FOLLOW-UPS MAY 2001**

All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

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**G.6 HC.7.008 AUTHORIZED CONTRACTOR REPRESENTATIVE**

**FEBRUARY 2005**

a. The contractor shall identify the authorized contractor representative (ACR), and provide the information listed below:

Name:

Title:

Address:

Phone:

Fax:

E-mail:

b. The ACR shall provide periodic status reports to the COR as specified in the contract. All status reports, schedules, and invoices must be approved by the COR in accordance with the terms and conditions of the contract.

c. The ACR shall furnish notice of any delay or potential situation that may cause delay in their capability to meet the delivery and/or performance schedule set forth in this contract. Such notice may be provided verbally to the COR and contracting officer, then followed-up in writing within two business days after the verbal notice. The notification shall fully describe the cause for delay, the expected date of delivery and/or performance, and any remedies the contractor proposes to mitigate the delay. This notification does not relieve the contractor of its obligation to meet the delivery and/or performance requirements of this contract nor should this notification be construed as a waiver by the House of any delivery schedule or date, performance requirements, or any rights or remedies provided under this contract.

**G.7 HC.7.009 KEY PERSONNEL**

**FEBRUARY 2005**

a. The contractor shall assign key personnel by name and title. The contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this contract. At a minimum, the contractor shall designate a program manager as key personnel.

b. For each person, provide the following information: individual's name, title, telephone number, and e-mail address.

c. Except as provided herein, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as key personnel are subject to approval of the CO. The contractor must notify the CO of changes to key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the award stage. The CO will notify the contractor, after receipt of all required information (including resumes of substitutes), of the decision on substitutions within 10 business days.

**G.8 HC.7.006 CONTRACT STATUS AND REVIEW MEETING**

**FEBRUARY 2005**

The COR, CA, and authorized contractor representative(s) shall meet at least quarterly or more frequently as determined by the COR. The purpose of the meeting is to review the status reports, performance results, current/outstanding issues, and provide to the contractor any House-related informational materials. The goal is to keep track of performance, head-off any potential problems, resolve issues, and maintain a smoothly operating contract.

**G.9 HC.7.010 POST AWARD CONFERENCE**

**FEBRUARY 2005**

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A post award conference will be held with the contractor to review contract administration issues, unless the House and the contractor determine that such a conference is not necessary.

**G.10 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY CONTRACT PERFORMANCE FEBRUARY 2005**

a. The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate attention of the Contractor. These issues will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of the contract.

b. If an issue cannot be resolved between the Contractor and the COR, or resolution would require a modification to the contract, the COR will immediately notify the CA and the CO by e-mail. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the contract is required the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.

c. Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this contract up to and including termination.

**G.11 HC.7.024 REPORTS/PLANS/SCHEDULES FEBRUARY 2005**

All reports, plans, schedules and other submittals provided by the Contractor are subject to approval by the CO or COR.

**G.12 HC.7.025 RELEASE OF CLAIMS FEBRUARY 2005**

After completion of work, and prior to final payment, the contractor shall furnish to the CO, a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release.

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**SECTION H -- SPECIAL CONTRACT REQUIREMENTS**

**H.1 HC.8.024 INCIDENTAL SERVICES, TRAVEL, AND EXPENSES JUNE 2002**

Unless separately priced and awarded, the cost of all local (Washington, D.C. metropolitan area) services, travel, and any other expenses incurred incident to performance of work shall be borne by the contractor.

**H.2 HC.8.013 COMPLIANCE WITH EMERGENCY PROCEDURES JUNE 2002**

For contractors working in House spaces, the contractor agrees to post in all work areas a CAO provided Emergency Evacuation Plan and to instruct all its employees regarding their obligations to follow such plans. Additionally the contractor must also provide the COR with the names of a designated Emergency Monitor and Alternate Monitor for each work area and comply with all safety requirements of the CAO and the House of Representatives. The contractor must also prominently post additional evacuation plans as requested by the CAO. In the event of a fire or other emergency, the contractor will ensure that it will provide notice to the Capitol Police by calling 911.

**H.3 HC.8.001 INSURANCE MAY 2001**

The contractor shall carry and maintain, during the entire period of performance under this contract, the following:

- a. Workers' compensation and employee's liability insurance: minimum \$100,000 per incident.
- b. Automobile (vehicle) general liability insurance: minimum \$200,000 per person; \$1 million per accident; property damage \$50,000.
- c. Comprehensive general liability: minimum of \$1 million bodily injury per occurrence.
- d. Other insurance as directed by the contracting officer.

**H.4 HC.8.002 IDENTIFICATION BADGES FEBRUARY 2006**

New contractor employees shall obtain a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a contractor employee unless the Capitol Police forms for a background check are submitted in accordance with Clause HC-003 of this contract.

The contractor shall ensure that the employee surrenders the House identification/access card upon termination of employment or performance is no longer required under this contract. House identification/access cards shall be surrendered to the COR and reconciled within two business days following an employee termination or service release under this contract. A penalty in the form of damages shall be levied for failure to return House identification/access cards in the amount of \$100 a month for each House identification/access card that is not returned to the COR within two business days following an employees termination or employee service no longer required under this contract. The damage amount will be prorated in the month of termination or release from service to the date the House identification/access card was to be returned to the COR and reconciled.

Final payment will not be made under this contract until all House identification/access cards that were issued under this contract have been returned, and a release provided to the contractor signed by the COR. If the contract is a concessionaire type contract, contractor equipment and supplies shall not be removed from House property until all House identification/access cards have been returned and a release provided to the contractor signed by the COR.

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**H.5 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK FEBRUARY 2006**

a. The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of Contract work. The COR will provide the Contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working in any capacity on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.

b. The employee shall be fingerprinted by the Capitol Police prior to working on the contract and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the CAO Human Resources, Director of Administration who will notify the COR and CO. The COR will then direct the contractor to immediately remove that employee from any work under this contract.

c. All contractor employees working on this contract with access to House facilities or information are required to be cleared by the Capitol Police, at a minimum of every three years. However, further background checks may be conducted at any time as is warranted.

**H.6 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS MAY 2001**

No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**H.7 HC.8.006 NEWS RELEASES MAY 2001**

No news releases, press conferences or advertisements pertaining to this contract will be made without prior written approval of the CO.

**H.8 HC.8.007 AFFIRMATION OF NON-DISCLOSURE AUGUST 2003**

Due to the sensitive and confidential nature of information that the contractor may come in contact with during the performance of work at the House, the contractor and all personnel associated with this contract shall sign an "Affirmation of Non-Disclosure" prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House. The form may be downloaded from the web site <http://www.house.gov/cao-opp/currentsol.htm>.

**H.9 HC.8.010 DATA OWNERSHIP/TRANSFER/ACCESS JUNE 2001**

The House and contractor agree that all data procured under this contract and data transferred by the House to the contractor shall remain the exclusive property of and in the exclusive control of the House. Parties further agree that access to or release of such information shall be governed by the laws applicable to the House. The contractor agrees to notify the House immediately if anyone requests any access to House information and further agrees not to provide access to or release any information without prior written approval by the House contracting officer. This includes Freedom of Information Act (FOIA) requests.

**H.10 AUTHORIZED USE BY OTHER LEGISLATIVE BRANCH AGENCIES**

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Other Legislative Branch Agencies can issue awards against this contract to acquire services within the scope of the Statement of Work. In the event of a conflict the House reserves the right to prioritize services to meet the needs of the House first before support to other Legislative Branch Agencies.

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**SECTION I -- CONTRACT CLAUSES**

**I.1 TYPE OF CONTRACT**

This is a concessionaire type contract with indefinite delivery/indefinite quantity for goods and services.

**I.2 HC.9.016 PATENT INFRINGEMENT MAY 2002**

The contractor warrants that the products, in the form delivered to the House, are free from any valid claim for patent infringement and that any labels or trademarks affixed thereto by or on behalf of contractor are free from any valid claim for copyright or trademark infringement and agrees to save and hold harmless and indemnify the House against such infringement liability based upon the House's possession thereof without alteration.

**I.3 HC.9.008 TAX EXEMPTION JUNE 2002**

Unless otherwise provided by statute, the House is exempt from all taxes, including any sales and use taxes.

**I.4 HC.9.010 LIABILITY OF THE HOUSE JUNE 2002**

Consistent with the Federal Tort Claims Act (28 U.S.C. § 2671, et seq.), the House shall not be liable for any injury to the contractor's personnel or damage to the contractor's property unless such injury or damage is due to negligence or a wrongful act or omission on the part of the House.

**I.5 HC.9.009 COMPLIANCE WITH ALL LAWS JUNE 2002**

Contractor warrants that the products sold or services furnished under this order have been produced or furnished in full and complete compliance with all applicable laws and regulations. Contractor further agrees to hold the House harmless from any and all liabilities, claims, fines, penalties, including reasonable costs and settlements, which may arise out of the delivery by contractor of items which do not meet the requirements of any applicable laws or regulations.

**I.6 HC.9.012 TERMINATION JUNE 2002**

a. The House has the right to terminate this order in whole or in part at any time with 90 day written notice to the contractor. In such event, contractor may claim only properly supported out-of-pocket costs plus a reasonable amount of demonstrable related charges for the work already performed, all to be determined in accordance with generally accepted accounting procedures. For specially prepared products, unique to the House's order, any partially completed work or raw materials whose full costs are included in the termination charges shall be identified in writing and held by contractor for disposition in accordance with the House's written instructions. Notwithstanding the foregoing, the House reserves the right to cancel all or any part of the undelivered portion of this order, without liability, in addition to the House's other rights and remedies, if contractor breaches any of the terms and conditions herein.

b. Upon termination (including expiration) Contractor will:

(1) Yield up the premises and any House-furnished property, clean and in as good order and condition as when received, damage due to acts of God or the House and ordinary wear and tear excepted, on the effective date. An itemized list of items being returned to the

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House shall be presented to the COR one week prior to an exit inventory being taken. The COR or designated representative(s) shall be notified of, and be present at, the exit inventory.

(2) Promptly remove all contractor-furnished equipment and fixtures, tools and supplies. Upon failure to remove contractor's property, the CO may cause contractor's property to be removed and stored in a warehouse at contractor's expense. If the contractor fails to act within twenty-four hours of termination, this contract authorizes and empowers the CO to take possession of contractor's property and dispose of same by public or private sale without notice, and out of the proceeds of sale, satisfy all costs and indebtedness to the House. If the costs or indebtedness to the House are not absolved by sale proceeds, a bill for the balance due will be presented to the contractor. The bill will be due upon receipt.

I.7 HC.9.014 ASSIGNMENT JUNE 2002

Neither this order nor the obligation of contractor to perform hereunder shall be assigned or delegated by contractor without the House's consent. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any other, subsequent default. None of the provisions, terms and conditions contained in this order may be added to, modified, superseded or otherwise altered except by a written instrument signed by the authorized representative of the party against whom its enforcement is sought, and each shipment received by the House from contractor shall be deemed to be only upon the terms and conditions contained herein regardless of any contrary or additional provisions contained in any acknowledgement, invoice or other form of contractor and notwithstanding the House's act of accepting or paying for any shipment or similar act of the House.

I.8 HC.9.013 GRATUITIES JUNE 2002

This order may be terminated if it is determined by the House that a gratuity (e.g., an entertainment or gift) was offered or given to any Member, officer, or employee of the House with the intention of obtaining this order or gaining favorable treatment under this order. No Member, officer, or employee of the House shall share any personal benefit of this order.

I.9 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER MAY 2001

a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change under this contract.

b. The contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.

c. The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

I.10 HC.9.002 OBSERVANCE OF LAWS MAY 2001

a. In connection with the performance of work under this contract, the contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.

b. The contractor shall comply with all applicable laws of the United States with respect to the conduct of its employees and operations.

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I.11 HC.9.003 DISPUTES

MAY 2001

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within thirty (30) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CAO. The CAO's decision shall be final. The contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within 30 calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

I.12 HC.9.004 AVAILABILITY OF FUNDS

MAY 2001

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the contracting officer for this contract.

I.13 HC.9.005 DISCRETIONARY CONTRACT - IDIQ

MAY 2001

Use of this contract vehicle to obtain the products and/or services provided herein is at the sole discretion of each House Office. No legal liability on the part of the House exists for any minimum order quantity or that all products and/or services provided herein must be obtained exclusively through this contract vehicle (i.e. a "requirements" contract).

I.14 HC.9.007 ORDER OF PRECEDENCE

MARCH 2002

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

I.15 HC.9.015 HOUSE RULES

MAY 2002

This contract shall be governed in accordance with House Rules and regulations and all applicable statutes regarding performance and any dispute arising therefrom.

I.16 HC.9.019 BUY AMERICAN

MARCH 2003

Unless otherwise specified, items are to be of the growth and manufacture of the United States, provided such items are upon as good of terms regarding quality and price as like items of foreign growth and manufacture. An item shall be deemed to be manufactured in the United States if more than fifty (50%) percent of the cost of its components are of the growth and manufacture of the United States.

(a) Definitions. As used in this clause--

"Component" means an article, material, or supply incorporated directly into an end product.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

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(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means--

- (1) An unmanufactured end product mined or produced in the United States; or
- (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End product" means those articles, materials, and supplies to be acquired under the contract for House use.

"Foreign end product" means an end product other than a domestic end product.

(b) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certification."

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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

<u>Exhibit</u>	<u>Title</u>
1	Wireless devices sample purchase listing
2	Capitol Hill Police Delivery Instructions
3	List of Federal Holidays

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**SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 HC.11.001 GENERAL REQUIREMENTS JULY 2001**

Offerors shall be individuals, partnerships, or corporations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to insure satisfactory completion of the contract, and who have established a satisfactory record in the past. Offerors shall, if requested by the CO, furnish promptly any information, which the CO may consider necessary to establish their competency for the work.

The offeror certifies by submission of this proposal and resultant contract that the offeror has not publicly or privately colluded with any other offeror to fix prices or conditions of this contract.

**K.2 HC.11.002 FINANCIAL INFORMATION JULY 2001**

The offeror shall furnish company financial data for the last three (3) years, and the companies Dun and Bradstreet number, at a minimum. To comply with this requirement, the offeror shall furnish copies of financial statements or Annual Reports published. Publicly held companies must also provide copies of Securities and Exchange Commission 10-K Reports and Proxy Statements filed.

**K.3 HC.11.003 INSURANCE INFORMATION JULY 2001**

- a. Carriers
- b. Limits and excess coverage or employer liability and general liability
- c. Worker's Compensation insurance experience modification

**K.4 HC.11.004 COMPANY BACKGROUND JULY 2001**

All offerors will be required to submit proposals to include the following information concerning the company background:

- a. Legal name of the company.
- b. Organizational diagram and biographies for corporate officers.
- c. Detailed business history.
- d. Mission statement to include the scope of quality service, customer care and philosophy in dealing with the House as a potential client.
- e. Substance abuse policy and/or drug free work place policy and procedures, if applicable.
- f. Equal opportunity policy and compliance with House standards.
- g. Current staffing document.
- h. Disclose any lawsuits in which the Company is a named defendant within the last five (5) years and status of each such case.

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i. Key point of contact (POC) list and telephone number.

**K.5 HC.11.005 HUMAN RESOURCE INFORMATION JULY 2001**

- a.. Employee personnel manual.
- b. Employee holiday, vacation, & sick leave policy.
- c. Training process - introductory and on-going.
- d. Employee evaluation policies.

**K.6 HC.11.007 ELIGIBILITY FOR AWARD JULY 2001**

The offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and, is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

**K.7 HC.11.009 PERIOD FOR ACCEPTANCE OF PROPOSAL JULY 2001**

In the event the offeror receives award of this contract, the award shall be based on the prices set forth in the offeror's proposal provided that the House makes the award of the contract within \_\_\_\_\_ calendar days after receipt of the offer.

**K.8 HC.11.021 GENERAL SERVICES ADMINISTRATION SCHEDULE OR MARCH 2004  
GOVERNMENT-WIDE ACQUISITION CONTRACT  
CERTIFICATION**

The prime contractor, offeror to receive award, must hold a valid, currently in force, General Services Administration (GSA) Schedule or Other Government-Wide Acquisition Contract (GWAC) that allows placement of orders/awards against the applicable schedule or contract by a legislative branch agency. When responding to this solicitation the respective GSA Schedule or GWAC number, pertinent GSA Special Item Number(s) (SINs) or Contract Line Item Number(s) (CLINs), and contract end date must be provided along with the respective agencies contracting officer's name and phone number.

GSA Schedule or GWAC Number: Contract End Date:

SINs or CLINs with Description: [List as necessary]

Contracting Officer Name:

Contracting Officer Telephone Number:

**K.9 HC.11.019 SIGNATURE AUGUST 2002**

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I certify that these representations, certifications, and other statements are complete and accurate to the best of my information, knowledge, and belief.

\_\_\_\_\_  
NAME OF OFFEROR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF PERSON  
AUTHORIZED TO SIGN

\_\_\_\_\_  
PRINTED NAME OF PERSON  
AUTHORIZED TO SIGN

K.10 HC.11.017 AUTHORIZED COMPANY OFFICIALS

AUGUST 2002

The offeror represents that the following individual(s) are authorized to negotiate on its behalf with the House in connection with this RFP. Please provide the following information in table on each individual: individual's name and title, telephone number, e-mail address.

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## SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

### L.1 PRE-PROPOSAL CONFERENCE

A Pre-proposal conference will be held in the Ford House Office Building, 441 2nd Street, SW, Room 108, Washington, DC 20515 at 10:00 am on Friday, November 17, 2006. Offerors shall be limited to three representatives, one of which must be technical, and name(s) must be supplied at least one day prior to the pre-proposal conference by e-mail to lawrence.toperoff@mail.house.gov with copy to james.tiani@mail.house.gov and by facsimile to (202) 226-3850. Questions should be submitted in writing in advance of the Pre-proposal conference, no questions will be accepted following the day of the pre-proposal conference.

**Attendance is mandatory at the pre-proposal conference in order to submit an offer in response to the solicitation.**

### L.2 HC.12.003 SUBMISSIONS

MARCH 2004

Offerors shall submit ten (10) copies, one (1) original, and one electronic version in MS Word, and/or PDF format of the proposal prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the offeror can meet the House's requirements by date and time in section A. The original shall be so marked, and the copies shall be numbered. Proposal packages shall be sealed in a suitable container, and all containers shall clearly identify firm name and address and Solicitation Number. Proposals shall be submitted to the address shown on Section A. Facsimile proposals will NOT be accepted. Notification of submission will be sent by e-mail to lawrence.toperoff@mail.house.gov and copy to james.tiani@mail.house.gov when mailed or delivered to overnight carrier with tracking number, if known. The electronic version must be sent to lawrence.toperoff@mail.house.gov with a copy to james.tiani@mail.house.gov.

### L.3 HC.12.004 DELIVERY OF PROPOSALS - HAND DELIVERIES

JULY 2001

Hand carried proposals will not be accepted. All proposals, however delivered, must be complete and timely. Vendors are reminded that courier, overnight, and express mailings are subject to x-ray and House postal screening processes and may delay arrival. The date and time of closing will be counted when accepted by the agent for mail processing at the House facility.

### L.4 HC.12.006 LATE SUBMISSIONS AND REVISION OF PROPOSALS

JULY 2001

(1) Any proposal or revision to a proposal received by the CO after the exact time specified for receipt will not be considered, unless it is received before award is made, and it:

(a) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must be mailed by the 15th), or

(b) Was sent by mail and it is determined by the House that the late receipt was due solely to mishandling by the House, or

(c) Was sent by the U.S. Postal Service Express Mail Next Day Service - Post Office to addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. federal holidays, or

(2) A revision resulting from the CO's request for "best and final" offer received after the time and date specified in the request will not be considered, unless received before the award and late receipt is due solely to mishandling by the House.

(3) The only acceptable evidence to establish the date of mailing of a late proposal or revision sent by either the U.S. Postal Service Registered or Certified Mail is the U.S. postmark both on the envelope or wrapper and on the original receipt from the U.S. Postal Service.

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(4) The only acceptable evidence to establish the time of receipt by the CAO is the time/date stamp on the proposal wrapper or other documentary evidence of receipt maintained by the CAO.

(5) The only acceptable evidence to establish the date of mailing of late offer, revision, or withdrawal sent by Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(6) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

L.5 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO JULY 2001  
SOLICITATIONS

Offerors shall acknowledge receipt of any amendments to this solicitation requiring bi-lateral signature;

- (1) by signing and returning the amendment,
- (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or
- (3) by letter or telegram if authorized, The contracting officer must receive the acknowledgment by the time specified for receipt of offers.

L.6 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA JULY 2001

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall:

- (1) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the House and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with--the submission of this data, the House shall have the right to duplicate, use, or disclose the data, including cost and pricing data, to the extent provided in the resulting contract. This restriction does not limit the House's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets numbered [insert number(s)]," and

- (2) Mark each sheet of data to be restricted with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

L.7 HC.12.010 CONTENT OF PROPOSALS JULY 2001

Each proposal shall be divided into two parts and be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified for use in evaluation process. Both parts, properly identified, may be in the same binder or loose-leaf cover. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals.

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a. Part I - General Information. The general information portion of the submission should contain:

- (1) The Offeror's signed statement as to length of time the offer is valid and commitment to furnish any or all items upon which prices are offered, within the time specified in the solicitation herein. (Section A.)
- (2) Company Background. Provide information on corporate name, structure and history; Mission statement; Quality, Substance Abuse, Equal Opportunity and other applicable Policies; Human Resources; Insurance Coverage; lawsuits/judgements; etc. Reference Section K.
- (3) Financial Qualifications of Offerors. Each offeror submitting a proposal for work under this contract is requested to submit, with their offer, evidence of their financial responsibility and capacity to carry out the terms of the contract. This information should be submitted in the form of latest certified financial statements of the offeror, as well as annual reports from the previous three years. Dun and Bradstreet number, etc. Reference Section K.

b. Part II - Specific Information.

- (1) Overall Approach. The Offeror shall describe the overall approach to providing services both with an on-site store/kiosk, as well as off-site operations, in accordance with specifications herein. The proposal should discuss planned approaches such as the introduction of state of the art equipment, changes to levels of service, and other opportunities for the Offeror and the CAO to work as partners in improving service and quality. Identify the square footage necessary to have to operate a store/kiosk and storage along with design plans and the square footage for each area, e.g. storage 3 sq. ft., store 2 sq. ft.. Additionally, the Contractor shall include Phase-In and Phase-Out Plans. The vendor may also submit alternative solutions to accomplish the requirements along with the proposal.
- (2) Experience. In addition to general background information, state experience in operating similar facilities, including contract type(s) and financial arrangements. Discuss the degree to which the experience relates to the services to be performed under this contract.
- (3) Resources. Provide organization charts showing the chain of command of supervision and staff proposed for the contract. Provide background and qualifications of the on-site manager to be assigned to the operation and a brief resume on the key personnel listed in the chain of command. Provide policies and procedures relative to employee and training programs with regard to current operations and proposed new technologies. Describe the technical support proposed by normal business hours and extended hours to cover 24x7 based upon the requirements of the statement of work at a minimum.
- (4) Past Performance. List the name and address of a minimum of three accounts that reflect the conditions similar as stated in this solicitation, under recent (within three years) and/or existing contract operations. List the name and title of the client contact, telephone number, opening date, building population (clients served), pick-up and delivery sites, annual dollar value, and type of contractual arrangements; e.g., percentage of sales, fixed price, management fee or other.
- (5) Price. Vendor shall propose pricing details for operations as to: on-site store/kiosk operations, off-site operations, data/voice plans, usage optimization reporting, price for extended support and service after normal business hours, proposed pricing for wireless devices and accessories, and any other items that vendor may want to propose for consideration, e.g., hand delivery of devices around the campus. Consideration may be given to providing the House a fee calculated as a percentage of gross sales.
- (6) Constraints. Offeror shall describe any constraints, impediments or conditions which must be met in addition to the requirements specified herein to operate the wireless sales & support.

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## SECTION M -- EVALUATION FACTORS FOR AWARD

### M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

The House intends to make a single award to the responsible offeror whose offer conforms to the solicitation and receives the highest favorable assessment from the members of the source selection team. Proposals will be evaluated and assessed on the following factors:

- o Overall Approach. The offeror's overall approach in providing a comprehensive plan for providing desktop publishing and graphics services for the House.
- o Experience. The offeror's specific experience in providing similar products and services and operating similar facilities.
- o Resources. The resources of the offeror's organization, including management, level of staffing, key personnel, training, proposed support, and equipment (software and hardware).
- o Past Performance. The documented performance of the offeror in providing desktop publishing and graphics services. Survey of references may be conducted with clients identified by offeror, Better Business Bureau or other sources.
- o Price. Any charges for proposed services, support, and wireless devices, etc.
- o Pre-proposal conference. Mandatory attendance in order to submit proposal.

### M.2 HC.13.002 CONTRACT AWARD

JULY 2001

a. The House will award a contract resulting from this solicitation to the responsible offeror(s) whose offer conforms to this solicitation and is determined to represent the most advantageous to the House when all relevant factors are considered, taking into account the factors contained in Evaluation Factors for Award.

b. The House may:

- (1) reject any or all offers, if such action is in its interest,
- (2) accept other than the lowest (highest) offer, and
- (3) waive informalities and minor irregularities in offers received.

c. The CAO intends to evaluate proposals and may award a contract without discussion or oral presentations by offerors.

However, the CO reserves the right to conduct discussions or oral presentations if they are later determined to be necessary.

## Wireless Devices Purchase Listing

Exhibit 1

Device Model Type	Quantity Ordered July 2006	Quantity Ordered August 2006	Quantity Ordered September 2006	Total Ordered
BB7100c		4		4
BB 7100i	1	1		2
BB 7100g	2	1		3
BB 7130c	2		18	20
BB 7130e	11	7	3	21
BB 7250	176	87	202	465
BB 7290	87	100	57	244
BB 7520			2	2
BB 8700c	57	52	75	184
BB 8700e	0	37	0	37
BB 8703e	0	0	140	140
Treo	2		1	3
LGVX4650		1	1	2
LGVX4700			1	1
LGVX3300	1	0	0	1
LGVX5200	1	6	0	7
LGVX5300			1	1
LGVX8300	3	2	3	8
LGVX8500		1	1	2
LG Chocolate		1	1	2
Motorola v276	2			2
Motorola v325	3			3
Motorola e815	4			4
Motorola Razr	4	6	11	21
Nokia 9300		1		1
Kyocera KPC650	1	1	13	15
CDM 8945		3	20	23
Samsung a630	2	0	1	3
Samsung a795	1	1	0	2
Samsung a850	1	3	2	6
Samsung 950			1	1
PalmOne			2	2
Aircard	8	5	5	18

**UNITED STATES CAPITOL POLICE  
WASHINGTON, D.C. 20510**

**OFF-SITE INSPECTION CENTER INSTRUCTION**

All packages must have the following information on the shipping label or recorded next to the label: U.S. House of Representatives' Purchase Order/Contract Number, Deliver to; (Recipient's name, office, building, room number, and telephone number)

All delivery vehicles will be required to report to the Off-Site Inspection Center for the U.S. Capitol Police located at 4700 Shepherd Parkway SW, for inspection, before proceeding to the Capitol Building via the North Barricade on Constitution Avenue, NE, the loading dock of the Senate Office Buildings located on D Street, NE, the loading dock for the Ford House Office Building on Virginia Avenue, SW, or the Delaware Avenue, SW, access point for the Rayburn, Longworth, and Cannon House Office Buildings loading docks.

No deliveries will be accepted unless the vehicles have been processed at the Off-Site Inspection Center. The hours of operation for the Off-Site Inspection Center are 5:00 AM to 2:00 PM, Monday through Friday. The facility is closed on all 10 Federal Holidays unless specifically noted. All delivery personnel will be required to provide picture identification and be processed through the National Crime Information Center (NCIC).

In order to gain access to the loading dock for the Capitol and the House and Senate Office Buildings, you are required to have a letter on file with the United States Capitol Police. The letter must be on company letterhead accompanied by signature of the owner, president or manager. Please print or type the names in alphabetical order of persons requesting access. Requests for access must be renewed once per year and should contain the following information:

1. Name of the Company
2. Name of the Drivers/Employees Requiring Access
3. Social Security Number for each Driver/Employee
4. Date of Birth for Each Driver/Employee
5. Building(s) to be Accessed
6. Company Contact Person and Phone Number

The above information is to be provided to:

United States Capitol Police  
Off-Site Inspection Center  
4700 Shepherd Parkway SW  
Washington, D.C. 20032  
Fax: 202 226-0571

Any questions can be directed to Off-Site Inspection Center during business hours at 202 226-0905.

**Exhibit 3**

List of Federal Holidays

New Year's Day

Birthday of Martin Luther King, Jr.

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Inauguration Day (Only in the Washington, D.C. Metropolitan Area)